



3925 W. Braker Lane, 3rd Floor
Austin, Texas 78759-5316
512-305-0310

Appendix D to DIR Contract No. DIR-SDD-1638

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective this Date by and between Knowbility, Inc. ("Developer") and Name ("Licensee").

Developer has developed and licenses to users its software program marketed under the name ATSTAR (the "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License.

Developer hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software in the United States of America as set forth in this Agreement.

2. Restrictions.

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; provided that Licensee may make one copy of the Software for backup or archival purposes.

3. Fee.

All fees shall be at the rates set forth in Appendix C to DIR Contract No. DIR-SDD-1638. In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the sum of license fee.

4. Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

5. Warranty of Functionality.

A. For a period of one year following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within one year of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

6. Software Maintenance.

A. Standard maintenance. During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

B. Optional maintenance. After expiration of the Warranty Period, Licensee may continue to receive maintenance support for successive twelve (12) month periods. The charge for such optional maintenance support shall be Developer's regular list price for maintenance and support for the Software as published from time to time by Developer. Licensor shall notify Developer in writing if it desires to receive optional maintenance. If Licensee fails to take optional maintenance and later elects to receive it, Developer reserves the right to charge Licensee its maintenance fees for the period of the lapse in maintenance. Developer may elect to discontinue maintenance at any time upon notice to Licensee, and refund of any then unearned maintenance fees.

7. Payment.

Payment shall be in accordance with Section 7.C. of Appendix A of the DIR Contract No. DIR-SDD-1638.

8. Taxes.

As per Section 151.309, Texas Tax Code, governmental Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, governmental Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

9. Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. Limitation of Liability shall be in accordance with Section 9.K. of Appendix A of the DIR Contract No. DIR-SDD-1638.

11. Notice.

Any notice required by this Agreement or given in connection with it, shall be in accordance with Section 11.A. of Appendix A of the DIR Contract No. DIR-SDD-1638.

If to Developer:

Developer's Name:

Knowbility, Inc.

Developer's Address:

3925 W. Braker Lane, 3rd Floor
Austin, TX 78759-5316

If to Licensee:

Licensee Name:

Licensee Address:

12. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

13. Assignment.

Assignment shall be in accordance with Section 4.D. of Appendix A of the DIR Contract No. DIR-SDD-1638.

14. Final Agreement.

DIR Contract No. DIR-SDD-1638 and this Agreement constitute the entire Agreement between the parties. This Agreement may be modified only by a further writing that is duly executed by both parties. In the event of a conflict between this Agreement and the DIR Contract No. DIR-SDD-1638, the DIR Contract will control.

15. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

16. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Developer signature, title

Licensee signature, title

Knowbility, Inc.
Developer name

Licensee name

3925 W. Braker Ln., 3rd Floor
Austin, Texas 78759-5316

Developer address

Licensee address